

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**

FIVE STAR ACADEMY, INC. and)	
TONY DEMARCO WEST)	Case No.: 6:21-at-00011-EKD
)		
Plaintiffs)	
v.)	
)		DEFENDANT'S
TESLA, INC. d/b/a Tesla Motors, Inc.)	F.R.C.P. RULE 68 OFFER OF
)		JUDGMENT
Defendant.)	
)		

TO PLAINTIFFS AND PLAINTIFFS' ATTORNEY OF RECORD HEREIN:

PLEASE TAKE NOTICE THAT Defendant Tesla Motors, Inc. (named herein as Tesla, Inc. d/b/a Tesla Motors, Inc. ["Tesla"]), by and through its attorneys of record, RoseWaldorf PLLC, hereby offers to allow judgment to be taken against it and in favor of Plaintiffs Tony West and Five Star Academy, Inc., pursuant to Rule 68 of the Federal Rules of Civil Procedure, in the total sum of Ten Thousand and 00/100 dollars (\$10,000.00), inclusive of all costs and attorneys' fees, in exchange for a dismissal of this action in its entirety (including all claims against all Defendant herein) with prejudice.

TAKE FURTHER NOTICE that Defendant's offer of judgment in the amount set forth above is intended to include, and shall be deemed to include, all claims, causes of action and demands for interest, taxable costs, other costs, expenses, attorneys' fees, monetary damages and declaratory relief. This offer of judgment shall be interpreted and construed such that, if the offer is accepted and judgment in the amount set forth above is entered against Defendant, payment by Defendant totaling the amount set forth above shall fully satisfy the judgment against Defendant. The Defendant shall not be subject to any additional or subsequent award, verdict, judgment, monetary damages, interest, costs, claims for attorneys' fees or declaratory relief by any court in

the above-captioned action and this action, including any and all claims, counterclaims and cross claims asserted therein by and between the parties, shall be dismissed with prejudice.

TAKE FURTHER NOTICE that this offer of judgment is made more than 14 days before the trial of this action, and it is specifically made subject to the provisions of Federal Rules of Civil Procedure Rule 68 for the express purpose of resolving all claims, causes of action, and demands alleged by Plaintiffs against Defendant in the above-captioned case. This offer is not to be construed either as an admission that the Defendant is liable or that Plaintiffs have suffered any damages. If Plaintiffs accept this offer, written notice of acceptance must be served upon Defendant's counsel herein within 14 days after service of this offer pursuant to Rule 68(a).

TAKE FURTHER NOTICE that the making of this offer is a withdrawal of all previous offers made by Defendant. In the event this offer is not accepted on or prior to the fourteenth day after service of the offer, it shall be deemed withdrawn.

TAKE FURTHER NOTICE that in the event judgment obtained by Plaintiffs is not more favorable than the above offer, Plaintiffs must pay all costs incurred after the making of this offer pursuant to Rule 68(d), for which Defendant will make application.

Dated: Albany, New York
April 19, 2021

ROSEWALDORF PLLC

By: s/ Mark W. Skanes
Mark W. Skanes, Esq.
(Va. Bar No.: 86953)
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing document, was served via email, up on Plaintiffs' counsel of record, James Feinman, Esq., jb@jfeinman.com, on this date, April 19, 2021.

Dated: Albany, New York
April 19, 2021

s/ Mark W. Skanes
Mark W. Skanes, Esq. (Va. Bar No.: 86953)